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Attorneys for Defendant  
Google Inc.

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE AUTHORS GUILD, INC., Associational  
Plaintiff, BETTY MILES, JOSEPH  
GOULDEN, and JIM BOUTON, on behalf of  
themselves and all other similarly situated,

Plaintiffs,

v.

GOOGLE INC.,

Defendant.

Civil Action No. 05 CV 8136 (DC)  
**ECF Case**

**DECLARATION OF SCOTT DOUGALL IN OPPOSITION TO PLAINTIFFS' MOTION  
FOR PARTIAL SUMMARY JUDGMENT**

I, Scott Dougall, hereby declare under penalty of perjury:

1. I am Product Management Director of Digital Publishing at Google Inc. I submit this declaration in opposition to Plaintiffs' Motion for Summary Judgment. I make this declaration based on personal knowledge of the facts and circumstances set forth herein.

2. I have been involved in the Google Books project since September of 2010. Since that time, I have been responsible for defining and guiding the direction of the Google Book Search Partner Program, among other responsibilities.

3. The Partner Program is a program by which rightsholders, such as publishers, may provide books to Google for search, hosting, and display. Google does not charge fees for participation in the Partner Program.

4. Over 45,000 publishers have included works within the Partner Program, including HarperCollins, Penguin, Simon & Schuster, and Macmillan.

5. In the past, rightsholders had the option to display advertisements adjacent to pages of books displayed in the Partner Program. If they chose to do so, the rightsholder received a share of the revenue from those advertisements. The advertiser was charged, and the rightsholder paid, only when a user clicked on an advertisement.

6. Users viewing Partner Program books seldom clicked on advertisements adjacent to pages of books. This indicated to us that users did not find these advertisements very useful. It also meant that revenue from those advertisements was relatively low.

7. For these reasons, in 2011, we decided to stop running advertisements adjacent to pages of books in the Partner Program, and phased them out by early 2012.

8. I know of no rightsholder who has withdrawn books from the Partner Program because they were no longer able to run advertisements adjacent to pages of those books.

9. Google does not and would not pay for a license to do that which it has done with respect to books scanned from libraries, or for any use which helps promote the sale of books.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 22<sup>nd</sup> day of August, 2013 at Mountain View, California.

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Scott Dougall